

STATE OF INDIANA)
)
COUNTY OF MARION)

SS:

IN THE MARION SUPERIOR COURT
CIVIL DIVISION, ROOM 10
CAUSE NO. 49D10-0104-CP-00671

STATE OF INDIANA,)
)
Plaintiff,)
)
v.)
)
NO LIMIT CONSTRUCTION, INC.,)
and HARVEY W. FRANCIS, IV,)
)
Defendants.)

FILED

JUL 19 2001

Joseph M. Taylor
CLERK OF THE
MARION CIRCUIT COURT

MOTION FOR DEFAULT JUDGMENT

The Plaintiff, State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Terry Tolliver, pursuant to Trial Rule 55 of the Indiana Rules of Trial Procedure, respectfully moves the Court to enter a default judgment against the Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, and in support states:

1. On April 27, 2001, the Plaintiff filed its Complaint for Injunction and Costs against the Defendants.
2. Service was made on Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, on April 30, 2001.
3. More than twenty-three (23) days have elapsed since the Defendants were served with the Plaintiff's complaint.
4. Despite being properly served with notice and a copy of the Plaintiff's complaint, Defendants have not appeared in this cause.
5. Defendants have failed to file an answer, plead or request an extension of time in which to answer the Plaintiff's complaint.

6. Defendants are not infants, incompetent, or in military service.

WHEREFORE, the Plaintiff, State of Indiana, requests the Court enter judgment against Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, for a permanent injunction enjoining Defendants from:

a. in the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:

- (1) The name of the consumer and the address of the residential property that is the subject of the home improvement;
- (2) The name and address of the home improvement supplier and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
- (3) The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
- (4) A reasonably detailed description of the proposed home improvements;
- (5) If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- (6) The approximate starting and completion date of the home improvements;
- (7) A statement of any contingencies that would materially change the approximate completion date;
- (8) The home improvement contract price; and
- (9) Signature lines for the home improvement supplier or the supplier's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;

b. in the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer; and

c. in the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment.

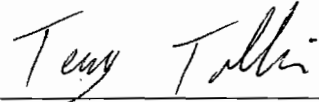
AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against Defendants, No Limit Construction, Inc. and Harvey W. Francis, IV, for the following relief:

a. costs of Eight Hundred and Seventy-Five Dollars (\$875.00) pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;

b. all other just and proper relief.

Respectfully submitted,

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